

**STATE OF MISSOURI  
MISSOURI BOARD OF PHARMACY**

IN RE:	)	
	)	
RUSSELL L. WHITE	)	
License No. 2001024200	)	Complaint No. 2017-002914
1633 W. Lennox Drive	)	
Springfield, MO 65810	)	

**SETTLEMENT AGREEMENT BETWEEN THE  
MISSOURI BOARD OF PHARMACY AND RUSSELL L. WHITE**

Come now Russell L. White, R.Ph. ("Respondent" or "Licensee") and the Missouri Board of Pharmacy ("Board" or "Petitioner") and enter into this Settlement Agreement for the purpose of resolving the question of whether Respondent's license to practice pharmacy will be subject to discipline.

Pursuant to the terms of Section 536.060, RSMo, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Board under Section 621.110, RSMo, and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Respondent acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Respondent knowingly

and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him.

Respondent acknowledges that he has received a copy of the draft Complaint to be filed with the Administrative Hearing Commission, the investigative report, and other documents relied upon by the Board in determining there was cause for discipline against Respondent's license.

For the purpose of settling this dispute, Respondent stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Respondent's license to practice pharmacy, numbered 2001024200, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 338, RSMo.

### **JOINT STIPULATION OF FACTS**

1. The Board is an agency of the State of Missouri created and established pursuant to Section 338.140, RSMo<sup>1</sup>, for the purpose of executing and enforcing the provisions of Chapter 338, RSMo.

2. Russell L. White ("Respondent") is licensed by the Board as a pharmacist, License No. 2001024200. Respondent's license is, and was at all times relevant herein, current and active.

3. At all times relevant herein, Respondent was employed as a relief pharmacist at Family Pharmacy, a pharmacy with locations in both Rogersville and Sparta, Missouri ("Family Pharmacy").

4. Respondent pleaded guilty to driving while intoxicated on July 5, 2014 with a blood alcohol content of 0.141% in the Circuit Court of Greene County, Springfield Municipal

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<sup>1</sup> All statutory references are to the Revised Statutes of Missouri (2016) unless otherwise indicated.

Division, Case No. 130147421. Respondent was sentenced, along with other terms, to 30 days in jail under a suspended execution of sentence with supervised one year's probation along with terms on or about November 10, 2015.

5. Respondent pleaded guilty to the class A misdemeanor of driving while intoxicated with a blood alcohol content of 0.096% on September 14, 2016 in the Circuit Court of Christian County, Case No. 16 CT-CR02210. Respondent was sentenced, along with other terms, to 120 days in the Christian County jail under a suspended execution of sentence with unsupervised two years' probation on or about March 14, 2017.

6. Respondent pleaded guilty to the class A misdemeanor of driving while intoxicated with a blood alcohol content of 0.144% on June 18, 2016, in the Circuit Court of Greene County, Case No. 1631-CR07992. The misdemeanor information was filed against him on September 21, 2016.

7. Respondent pleaded guilty to the class A misdemeanor of driving while intoxicated with a blood alcohol content of 0.194% on September 16, 2016, in the Circuit Court of Greene County, Case No. 1631-CR08823. The misdemeanor information was filed against him on October 21, 2016.

8. Respondent pleaded guilty to the class A misdemeanor of driving while intoxicated on February 15, 2017, based on a plea of guilty by the Circuit Court of Greene County in Case No. 1731-CR05340. The misdemeanor information was filed against him on August 14, 2017.

9. On or about September 18, 2017, Respondent was concurrently sentenced in Case Nos. 1631-CR07992, 1631-CR08823, and 1731-CR05340, along with other terms, to 365 days in the Greene County jail under a suspended execution of sentence with supervised two years'

probation. He was also order to serve seven days in detention at the Greene County jail and to install an ignition interlock device in his vehicle.

10. Respondent was charged with criminal trespass in 2016 at Home Depot in Springfield, Missouri. He admitted to drinking alcohol and driving to Home Depot at midnight to use an ATM even though the store had closed.

11. On or about May 5, 2017, the Board received a Pharmacy Disciplinary Action Report regarding Respondent from Family Pharmacy indicating that Respondent had been terminated for violation of policy, lapse of judgment, and actions leading to impairment of his job duties on May 4, 2017, in that he filled his own prescription for Cyclobenzaprine, took the medication while at work by chewing rather than swallowing it to get a quicker response from the medication, and immediately started acting strangely by putting his head down by the vials.

12. The report further states that he that Respondent was removed from service that day and replaced with another pharmacist because it was believed that he had impaired judgment and could not perform his duties.

13. Board Inspector Lisa Thompson was assigned to investigate the complaint on behalf of the Board.

14. Cyclobenzaprine is a legend drug taken to relieve muscle spasms.

15. Cyclobenzaprine may impair mental and/or physical abilities required for performance of hazardous tasks, such as operating machinery or driving a motor vehicle, especially when taken with alcohol or other central nervous system depressants. Patients who take Cyclobenzaprine may experience dizziness or drowsiness as an adverse reaction.

16. Family Pharmacy employees reported the following to Inspector Thompson about the events of May 4, 2017 involving Respondent:

A. he took a tablet of the Cyclobenzaprine and said he was going to run out to his car or go outside;

B. after he returned to the pharmacy, his face was flushed and his eyes looked glassed over and was slouched or leaning over by the vials;

C. his eyes were red and “squinty” and he looked high;

D. he was swaying and looked like he was going to fall over or pass out;

E. he was moving things and papers around trying to keep busy or to keep himself awake; and

F. he left the pharmacy four or five times during the morning.

17. Family Pharmacy employees also reported that he fell asleep in the pharmacy several times.

18. Family Pharmacy employees further reported that they had problems with Respondent going out of the store for about 5 minutes at a time about 5 times per day and that they sometimes had to go out of the store to search for him because customers were waiting.

19. Family Pharmacy employees further reported that Respondent does not seem to listen or pay attention to detail.

20. Family Pharmacy employees further reported that they could smell alcohol on Respondent’s breath and he was sweating profusely on one day.

21. Family Pharmacy employees further reported that he used eye drops throughout the day.

22. On July 7, 2017, Respondent met with Inspector Thompson and told her he got very bored at the Rogersville location because no one would let him do anything.

23. When Inspector Thompson asked Respondent on July 7, 2017, about problems with alcohol Respondent denied being an alcoholic, but said "I guess you could call it abuse."

24. In a written response from Respondent dated July 14, 2017, Respondent admitted that he drank heavily from 2014 to 2016.

25. Respondent completed his Missouri pharmacist license renewal online on September 26, 2016.

26. Applicants who submit renewal applications online must answer "no" to the following question in order to allow the online renewal to be processed:

Within the last 24 months, have you been charged in any criminal prosecution (felony or misdemeanor), or have you been adjudicated guilty or entered a plea or guilty or nolo contendere, in any criminal prosecution (felony or misdemeanor) in Missouri, in any other state or in a United States Court, whether or not sentence was imposed. You are required to answer "yes" to this question even if you have ever received a suspended imposition of sentence (SIS) or a suspended execution of sentence (SES).

27. Applicants who answer "yes" to the above question must submit a renewal application in paper because an explanation for the "yes" answer is required.

28. Respondent untruthfully answered "no" to the question in paragraph 26.

### **JOINT CONCLUSIONS OF LAW**

29. Respondent's conduct is cause for disciplinary action against his license to practice pharmacy under §338.055.2(1), (3), (5), (13) and (15), RSMo:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his or her certificate of registration or authority, permit or license for any one or any combination of the following causes:

(1) Use of any controlled substance, as defined in chapter 195, or alcoholic beverage to an extent that such use

impairs a person's ability to perform the work of any profession licensed or regulated by this chapter;

\* \* \*

(3) Use of fraud, deception, misrepresentation or bribery in securing any certificate of registration or authority, permit or license issued pursuant to this chapter or in obtaining permission to take any examination given or required pursuant to this chapter;

\* \* \*

(5) Incompetence, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of any profession licensed or regulated by this chapter;

\* \* \*

(13) Violation of any professional trust or confidence;

\* \* \*

(15) Violation of the drug laws or rules and regulations of this state, any other state or the federal government;

### **JOINT AGREED DISCIPLINARY ORDER**

A. Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of §621.045.4(3), RSMo. Respondent's pharmacist license, number 2001024200 shall be placed on **PROBATION for a period of FIVE (5) YEARS** ("disciplinary period"). The terms of discipline shall be:

**The following terms apply for the entire disciplinary period.**

1. Respondent shall comply with all applicable provisions of Chapter 338, Chapter 195, Chapter 196 and all applicable federal and state pharmacy/drug laws and regulations and all federal and state criminal laws. "State" here includes the State of Missouri and all other states and territories of the United States.

2. Respondent shall not serve as pharmacist-in-charge or manager-in-charge of any entity licensed or regulated by the Board, or as a preceptor for pharmacy interns or as a teaching member of any school or college of pharmacy. Additionally, Respondent shall not serve as a consultant required by a Board disciplinary order for any pharmacy/drug distributor.
3. Respondent shall keep the Board apprised of his current home, electronic mail (e-mail) and work addresses and telephone numbers. Respondent shall notify the Board of any change in Respondent's employer or Respondent's home or work address within ten (10) days of such change in a manner approved by the Board. For employer/work changes, Respondent's notification shall include the reasons for the change. If at any time Respondent is employed by a temporary employment agency or maintains employment that requires frequent daily or weekly changes of work location he must provide the Board a list of locations worked if requested by the Board or Board's representative.
4. If Respondent's license expires or becomes void/invalid, upon renewal or reapplication, Respondent's license shall be subject to all terms and conditions of discipline not previously satisfied, including any remaining suspension/probationary period.
5. Respondent shall cooperate with the Board's monitoring and investigation of Respondent's compliance with the terms and conditions of this Settlement Agreement. Respondent shall make himself available for personal interviews to be conducted by a member of the Board or the Board of Pharmacy staff. Said meetings shall be at the Board's discretion and may occur periodically during the disciplinary period.
6. Respondent shall respond to any written inquiry of the Board and provide any requested documentation/records within three (3) days of receipt of a written request from the Board or the Board's authorized designee, or as otherwise requested by the Board/Board designee.
7. If requested by the Board, Respondent shall submit to a criminal history background check via the Board's approved vendor at Respondent's cost. Unless otherwise directed by the Board, Respondent shall submit the required fingerprints and undergo the requested criminal history background check within ten (10) days of the Board's request.
8. Respondent shall submit to any drug, alcohol or urinalysis testing requested by the Board, at Respondent's cost. Testing may be conducted on any human sample, including, but not necessarily limited to, urine, blood, breath, hair, nails, skin or saliva. The timing, manner and scheduling for testing is within the Board's sole discretion.
9. Respondent shall report any of the following occurrences to the Board, in writing, within seventy-two (72) hours of such occurrence:
  - a. Any arrest or issuance of a criminal complaint;



- b. Any municipal/local arrest, citation or complaint relating to drugs, theft, shoplifting, burglary, possession of drug paraphernalia, driving or operating a motor vehicle under the influence/while intoxicated or illegally possessing, selling or purchasing alcohol, any drug or drug paraphernalia;
- c. A finding or plea of guilty or nolo contendere in any state or federal criminal proceeding to any criminal complaint, information or indictment, including, but not limited to, any deferred or diverted adjudication, order or agreement;
- d. A conviction of any crime, including, but not limited to, any Suspended Imposition of Sentence ("SIS") or Suspended Execution of Sentence ("SES");
- e. A finding by a court that Respondent has violated any term of his criminal probation/parole;
- f. Any discipline, citation, or other administrative action filed or taken against Respondent by any state board/committee of pharmacy, or any other state or federal agency.

Failure to timely report any of the foregoing occurrences shall be considered a disciplinary violation.

- 10. If Respondent is currently or begins serving any period of criminal probation/parole, Respondent shall provide the name of his probation/parole officer to the Board, in writing, within ten (10) days of the effective date of this Agreement or within ten (10) days of the designation of a probation/parole officer. If Respondent's probation/parole officer is changed for any reason, Respondent shall submit the name of the replacement officer to the Board within ten (10) days of the change/modification. Respondent shall execute a release authorizing his probation or parole officer to provide to the Board any information relating to Respondent's probation or parole. Respondent shall maintain the release in effect and shall provide an updated release if requested by the Board.
- 11. Respondent shall file a "Disciplinary Compliance Report" with the Board in a form/manner approved by the Board. The Disciplinary Compliance Report shall be due by January 1 and July 1 of each calendar year. Respondent's final Disciplinary Compliance Report shall be filed no later than ninety (90) days before the end of the probationary period.
- 12. Respondent's failure to comply with any condition of discipline set forth herein constitutes a violation of this Agreement.
- 13. The parties to this Agreement understand that the Board of Pharmacy will maintain this Agreement as an open record of the Board as provided in Chapters 324, 338, 610, RSMo.

### **NOTICE TO EMPLOYERS**

14. If applicable, Respondent shall notify any employer of the employer's need to apply for and receive the necessary state (misdemeanor/felony) and federal (felony) waivers from the Bureau of Narcotics and Dangerous Drugs and the Drug Enforcement Administration in order to be employed within a facility that maintains state or federal registrations for the purpose of storing, distributing or dispensing controlled substances.
15. Except as otherwise provided herein, "Employment" within the meaning of this Agreement shall include any full-time, part-time, temporary, relief or pharmacy management service as a pharmacist or any position for which a pharmacist license, pharmacy intern license or pharmacy technician registration is a requirement or criterion for employment, regardless of whether Respondent is an employee, independent contractor, volunteer, instructor or consultant. "Employment" shall also include any entity where legend drugs are stored, sold, dispensed or distributed.
16. Respondent shall notify any current or future employers of this action by providing a copy of this Settlement Agreement to the pharmacist-in-charge or manager-in-charge of any pharmacy or drug distributorship where Respondent is employed, on or before the effective date of discipline or prior to accepting any offer of employment.
  - a. If Respondent is not or will not be employed by a pharmacy or drug distributor, the notice shall be provided to Respondent's direct supervisor at Respondent's current/prospective place of employment, as defined herein, within the timeframes required by this section.
  - b. For purposes of this Agreement, a pharmacy shall also include, but is not limited to, any location providing pharmacy services for inpatients of a licensed hospital or residents of a long term care facility.
17. Respondent shall cause the pharmacist-in-charge, manager-in-charge or supervisor to sign a written acknowledgment on a form approved by the Board indicating that he/she has received and reviewed the Settlement Agreement and the terms and conditions imposed thereby. The written acknowledgement shall be signed and dated by the applicable pharmacist-in-charge, manager-in-charge or supervisor and shall be submitted to the Board by Respondent for verification within ten (10) days of the dated signature. Respondent shall be responsible for ensuring the required signed acknowledgments are timely submitted to the Board.
18. If at any time Respondent is employed by a temporary employment agency, Respondent must provide each employment agency a copy of this Settlement Agreement prior to being assigned to a temporary employment site. Respondent shall also provide a copy of the Settlement Agreement to each pharmacist-in-charge or manager-in-charge of each pharmacy or drug distributor where Respondent is assigned to work. If the pharmacist-in-charge or manager-in-charge is not present at the employment site, a copy of the Settlement Agreement shall be left at the applicable site for the pharmacist-in-charge/manager-in-charge to review. Respondent shall provide

an accurate listing of all employment/work sites where Respondent has been assigned if requested by the Board or the Board's authorized designee.

19. Licensee shall execute any release or provide any authorization necessary for the Board to obtain records of Respondent's employment during the period covered by this Settlement Agreement.

#### **CONTINUING EDUCATION**

20. Within three (3) months of the effective date of this Settlement Agreement, Respondent shall take and pass the Board approved Pharmacy Practice Guide Continuing Education Examination, if available. Respondent shall register and complete the required examination via the Board's website or as otherwise requested by the Board.
21. Respondent shall take a minimum of 6.0 continuing education (0.60 CEUs) hours in pharmacy law during each biennial pharmacist renewal period that is completed while Respondent is on discipline. The continuing education required by this section shall comply with 20 CSR 2220-7.080 and may be used to satisfy the licensee's biennial continuing education requirement. Proof of compliance with the continuing education requirements of this section shall be submitted to the Board on or before October 31<sup>st</sup> of each biennial pharmacist renewal period.

#### **CHEMICAL DEPENDENCY**

22. Respondent shall abstain completely from the use or consumption of alcohol in any form, including over-the-counter medications and mouthwashes. The presence of any alcohol or alcohol metabolite whatsoever in a biological fluid sample shall constitute a violation of discipline.
23. Respondent shall abstain completely from the personal use of any controlled substance or other drug for which a prescription is required unless use of the drug has been prescribed by an authorized prescriber with whom Respondent has a bona fide patient relationship. Upon request, Respondent shall execute a medical release authorizing the prescriber to release treatment/medical records to the Board and/or communicate with the Board, or its representative, regarding Respondent's treatment. The presence of any controlled substance for which Respondent does not hold a valid prescription shall constitute a violation of discipline.
24. Respondent shall inform any prescriber issuing a prescription for Respondent that Respondent has been disciplined by the Board for issues relating to chemical misuse, dependency or impairment. Additionally, Respondent shall provide a copy of this Agreement to all prescribers issuing/renewing a controlled substance, nalbuphine, or tramadol prescription to Respondent. Disclosure shall be made before the issuance of any new prescription(s). In the case of renewed/refilled prescriptions, disclosure shall be made within ten (10) days of the effective date of this Agreement.

25. Within 10 days of the effective date of this Agreement, Respondent shall provide the Board office a copy of all controlled substance prescriptions in Respondent's possession on the effective date of discipline. In lieu of prescription copies, Respondent may provide a list of all controlled substances prescribed on a form provided by the Board.
26. Respondent shall provide the Board with a copy of each prescription received, controlled or non-controlled, within five (5) days of Respondent's receipt of the prescription.
27. Respondent shall ensure that he is not in the same physical location as individuals who are using illicit drugs/substances, even if Respondent is not personally ingesting the drug/substance.
28. Respondent shall not be personally involved in any aspect of a pharmacy's processing, dispensing, or billing of any prescription for himself or any family member, including, but not limited to, recording any telephone prescription or verbal refill authorization.
29. Respondent shall execute a release that allows the Board to obtain treatment, medical, assessment, attendance, counseling or evaluation records from any person or support groups providing treatment, evaluation or counseling. Licensee shall take any and all steps necessary to continue the release(s) in effect for the entire period covered by this Agreement. If requested by the Board, Respondent shall provide any new or additional release(s) within three (3) days of a request in a form provided by the Board.
30. Respondent shall take all necessary steps to ensure that any reports required by this Agreement are timely submitted to the Board.
31. If directed by the Board, Respondent shall become a participant in the Board's Well-Being Program established pursuant Section 338.380, RSMo, for the remainder of the disciplinary period, when the Program is fully operational. When notified by the Board, Respondent shall enroll in the Program as directed by the Board. Respondent shall bear all the costs of the Program.
32. Respondent shall bear all costs of complying with this Settlement Agreement.

#### **DRUG TESTING:**

33. Respondent shall participate in the Board's random drug testing/urinalysis program administered by FirstLab, the Board's approved drug testing/urinalysis vendor.
34. Licensee shall enroll in FirstLab's Professional Health Monitoring Program, on or before the effective date of this Settlement Agreement. Respondent shall comply with all requirements imposed by FirstLab for the Professional Health Monitoring Program, including, but not limited to, any drug test/urinalysis requirements, any scheduling requirements, any reporting or telephone contact requirements and any requirements for

payment of fees, purchasing/maintaining chain of custody (COC) forms or other required program documents/materials.

35. Respondent shall undergo periodic drug testing/urinalysis as requested by the Board or FirstLab, at Respondent's cost. Testing may be conducted on any human sample, including, but not necessarily limited to, urine, blood, breath, hair, nails, skin or saliva. The timing, manner and scheduling for testing shall be within the Board's sole discretion.
36. If the Board's approved drug testing/urinalysis vendor changes from FirstLab, Respondent shall participate in and comply with any drug testing/urinalysis requirements requested by the Board or any subsequent Board approved vendor, including, but not limited to, any requirements for program enrollment, test scheduling, reporting or telephone contact, payment of fees, purchasing/maintaining chain of custody (COC) forms or any other required documents/materials.

#### **CHEMICAL DEPENDENCY EVALUATION:**

37. Within sixty (60) days of the effective date of this Agreement, Respondent shall undergo an initial chemical dependency evaluation performed by a licensed or certified chemical dependency professional approved by the Board.
38. The initial chemical dependency evaluator must be approved by the Board prior to the evaluation. The name and documentation of the credentials of the required chemical dependency evaluator shall be submitted to the Board for approval within thirty (30) days after the effective date of this Agreement. Respondent shall provide a copy of this Agreement to the approved evaluator before the initial evaluation is performed.
39. Respondent shall cause the evaluator to submit an initial evaluation report to the Board within ten (10) days after the evaluation has been completed. The evaluation report shall be mailed directly to the Missouri Board of Pharmacy, P.O. Box 625, Jefferson City, Missouri 65102, and shall include:
  - a. An analysis/assessment of licensee's present state of impairment and whether Respondent is physiologically or psychologically alcohol or drug dependent;
  - b. A description of the tests performed and the results;
  - c. Discussion of relevant clinical interview findings/interpretations;
  - d. Specification of any DSM IV diagnosis/es;
  - e. Assessment of Respondent's fitness/ability to safely engage in the practice of pharmacy without posing a threat to Respondent or the public;
  - f. An assessment for future prospects for recovery, and;
  - g. Any appropriate treatment recommendations/plan, including, but not limited to, the recommended beginning date of treatment, nature of treatment (i.e.- outpatient, inpatient, after care), treatment duration and any recommended after care or support group attendance. If there is

no diagnosis requiring treatment, this should be reported in the evaluation.

40. Paragraphs 37 through 39 have been satisfied by the assessment and report dated October 5-12, 2017, by David J. Lutz, Ph.D. Respondent must comply with the recommendations in this report which include:
  - a. Obtaining counseling performed by a counselor or psychologist knowledgeable in substance abuse.
  - b. Treatment to include some form of addictions therapy (individual and/or group) and exposure to appropriate community support groups as determined by the counselor in a. above.
  - c. Continued counseling to deal with personal stress issues.
41. Respondent shall execute a medical release for the approved evaluator that allows the Board to obtain the evaluation and any supporting documents/medical records.

**IF TREATMENT IS NOT RECOMMENDED:**

42. If the approved chemical dependency evaluator determines that treatment, counseling or further support group attendance is not recommended, the finding must be specifically documented in the required evaluation report.
43. The Board reserves the right to request a subsequent chemical dependency evaluation of Respondent at any time during the disciplinary period. If requested by the Board, the evaluations shall be performed by a licensed or certified chemical dependency professional approved or designated by the Board. Respondent shall submit to the examination as requested by the Board at Respondent's expense. If further evaluation is requested by the Board, Respondent shall comply with all provisions of this Order regarding the initial chemical dependency evaluation, including, submission of an evaluation report and compliance with all treatment, counseling or evaluation recommendations.
44. If no further treatment is recommended, Respondent shall continue to comply with all remaining provisions of this Settlement Agreement, including, but not limited to, all drug/urinalysis testing and reporting requirements.

**IF TREATMENT IS RECOMMENDED:**

45. Respondent shall follow any recommendations made by the approved chemical dependency evaluator for treatment, counseling, evaluation, after care or support group attendance (i.e.- Narcotics/Alcoholics Anonymous).
46. All treatment/counseling providers or programs used to satisfy the recommendations of the chemical dependency evaluator or the requirements of this Agreement must be approved by the Board in advance. The Board shall only approve entities/persons

sufficiently qualified and licensed to provide the applicable treatment, evaluation or counseling.

- a. If the recommended treatment, counseling or evaluation will be provided by any person or entity other than the Board approved evaluator/program, Respondent shall submit written documentation of the credentials and qualifications of the proposed provider/program to the Board for approval within ten (10) days of a recommendation from the Board approved chemical dependency evaluator.
  - b. For individual providers, documentation shall include a listing of any applicable professional designation(s)/license(s) and a resume/curriculum vitae. For entities, documentation shall include a detailed description of the program, participant requirements, individual provider qualifications and length of program operation.
47. All chemical dependency treatment programs shall comply with the provisions of this Settlement Agreement and 20 CSR 2220-2.170(6), including, but not limited to, the following:
  - a. A written agreement or contract executed between Respondent and the program/provider, outlining the responsibilities of each party for a successful treatment and monitoring program. The agreement must include a provision for sharing information concerning all aspects of therapy between the treatment facility/counselors and the Board. The agreement/contract must also include a provision authorizing the program/provider to report to the Board any violation of the treatment contract/agreement by Respondent, including, but not limited to, any positive drug/urinalysis test for any substance not supported by a valid prescription.
  - b. The treatment program must include randomized and witnessed body fluid testing and analysis.
  - c. Respondent shall cause Progress Reports to be submitted to the Board by the approved program/provider as follows:
    1. Inpatient therapy— Monthly reports;
    2. Outpatient therapy— Quarterly reports; and
    3. After-care programs— Semiannual reports.
  - d. Progress Reports shall be based on a recent evaluation/consultation. Such evaluation/consultation shall not have occurred more than six (6) weeks prior to the Progress Report due date established herein. At a minimum, the Progress Report shall include:
    - i. An evaluation of Respondent's current progress and prognosis;
    - ii. An assessment of Respondent's compliance with all treatment recommendations/plan;
    - iii. An assessment of Respondent's fitness/ability to safely engage in the practice of pharmacy without posing a threat to Respondent or the public, and;

- iv. Any additional or revised treatment recommendations/plans. Respondent shall fully comply with the revised treatment recommendation/plan.

48. **Support Group Attendance:** If support group attendance is recommended by an approved evaluator/provider, Respondent shall attend support group meeting(s) as recommended (i.e.- Narcotics Anonymous, Alcohol Anonymous, Al-Anon). Respondent shall submit proof of attendance to the Board with Respondent's Disciplinary Compliance Report. Attendance documentation shall include the date, time, and place of each meeting and shall bear a signature or abbreviated signature of another person verifying attendance.
49. Respondent shall notify the Board immediately if Respondent voluntarily or involuntarily ceases treatment or counseling with the Board approved provider. Notification shall include the date of cessation and the reasons for ceasing treatment/counseling. Respondent shall submit the name of a replacement treatment/counseling provider within thirty (30) days of ceasing treatment/counseling.
50. If Respondent's treatment is successfully completed at any time during the disciplinary period, Respondent shall cause the Board-approved chemical dependency professional to submit a report of final evaluation/summary. The final evaluation/summary shall include:
- a. A statement that Respondent has successfully completed treatment;
  - b. An assessment of Respondent's fitness/ability to safely engage in the practice of pharmacy without posing a threat to Respondent or the public, and;
  - c. Any recommendations for after care or support group attendance. If continued after care/support group attendance is recommended, Respondent shall comply with all terms in this Settlement Agreement related to support group attendance and documentation.
51. The Board reserves the right to request a subsequent chemical dependency evaluation of Respondent at any time during the disciplinary period. If requested by the Board, the evaluations shall be performed by a licensed or certified chemical dependency professional approved or designated by the Board. Respondent shall submit to the examination as requested by the Board at Respondent's expense. Respondent shall comply with all provisions of this Agreement regarding the initial chemical dependency evaluation, including, submission of an evaluation report and compliance with all treatment, counseling or evaluation recommendations.
52. If treatment is completed, Respondent shall continue to comply with all remaining provisions of this Settlement Agreement, including, but not limited to, all drug/urinalysis testing and reporting requirements.



B. Upon the expiration of said discipline, Respondent's license as a pharmacist in Missouri shall be fully restored if all other requirements of law have been satisfied; provided, however, that in the event the Board determines that Respondent has violated any term or condition of this Agreement, the Board may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Respondent.

C. If the Board determines that Respondent has violated a term or condition of this Settlement Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or the circuit court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning that violation. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held to determine whether a violation occurred and, if so, it may impose further discipline. The Board retains jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.


D. No order shall be entered by the Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

E. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except

by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

F. Respondent, together with his heirs and assigns, and his attorneys, do hereby waive and release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to Section 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this litigation, or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof void or unenforceable.

**RESPONDENT, AS EVIDENCED BY THE INITIALS ON THE APPROPRIATE LINE,**

_____	<b>REQUESTS</b>
	<b>DOES NOT REQUEST</b>

**THE ADMINISTRATIVE HEARING COMMISSION TO DETERMINE IF THE FACTS SET FORTH HEREIN ARE GROUNDS FOR DISCIPLINING RESPONDENT'S LICENSE.**

If Respondent has requested review, Respondent and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Respondent's license and issue findings of fact and conclusions of law stating that

the facts agreed to by the parties are grounds for disciplining Respondent's license. Effective fifteen (15) days from the date the Administrative Hearing Commission determines that the Settlement Agreement sets forth cause for disciplining Respondent's license, the agreed upon discipline set forth herein shall go into effect.

If Respondent has not requested review by the Administrative Hearing Commission, the Settlement Agreement goes into effect fifteen (15) days after the document is signed by the Board's Executive Director.

RESPONDENT

RUSSELL L. WHITE

  
\_\_\_\_\_  
Russell L. White

Date: 7-1-18

PETITIONER

MISSOURI BOARD OF  
PHARMACY

By:

  
\_\_\_\_\_  
Kimberly Grinston  
Executive Director

Date:

7-23-18

NEWMAN, COMLEY & RUTH P.C.

By:

  
\_\_\_\_\_  
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Pharmacy